

Table of Contents

I.	Announcement of Purpose	2
II.	Background	3
III.	Objective and Scope	4
IV.	Instructions and General Conditions	5
	a. Guideline for Written Questions.....	5
	b. RFP Addenda	6
	c. RFP Closing	6
	d. Copies of Proposal	6
	e. RFP Opening.....	6
	f. In-Person Demonstration.....	6
	g. Missouri Sunshine Laws	6
	h. Source of RFP and Addenda.....	6
V.	About this Document.....	6
VI.	Evaluation Process	7
VII.	Goals	7
VIII.	Scope of Work.....	8
	a. Statement-Warranty Maintenance and Support.....	8
	b. Statement-New Materials, Supplies or Equipment	9
	c. Required Certifications	9
	d. Desired System Requirements of the Voting System	9
	General System Functionality	9
	Security and Accuracy of the Voting System	10
	Vote Recording Features.....	10
	Ease of Use	11
	Vote Tabulation and Reporting.....	12
	Storage & Drayage	14
	e. Professional Services.....	14
	Training & Documentation.....	14
	Hardware/Software/Firmware Support, Upgrade and Patching.....	14
	Support & Maintenance.....	15
	f. Vendor Product Information.....	15
	Documentation	16

Administrative.....	16
g. Project Management	17
h. Policy and Procedures Documentation.....	18
IX. Narrative	18
X. Minimum Firm Qualifications	19
XI. Cost Proposal	20
XII. Selection Criteria.....	20
a. First Step: Written Proposal Instructions and Questions	21
b. Second Step: On-Site Demonstrations.....	21
XIII. Best and Final Offer Proposals (BAFO).....	23
XIV. RFP Timeline.....	24
XV. Contract Period and Repayment Terms.....	24
XVI. General Conditions of St. Louis City Election Board Contracts	24
XVII. Required Response Content	24
XVIII. Proposal Cover Page	24
XIX. Appendix A – Cost Proposal	26
XX. Appendix B – General RFP Provisions	38
XXI. Appendix C – Required Contract Provisions Pursuant to the American Rescue Plan Act	45

I. Announcement of Purpose

The City of St. Louis (the “City”) plans to use Federal American Rescue Plan Act (ARPA) funds to enable the Board of Election Commissioners for the City of St. Louis (the “Election Board”) to acquire a new voting system that will enable City voters to vote at any polling place within the City regardless of the voter’s assigned precinct (the “Voting System”). This increased flexibility will give the Election Board the capability to respond to the demands of the current voting environment and ensure polling place accessibility.

On March 11, 2021, the ARPA was signed into law, as published at 31 CFR Part 35, as the Statute and Interim Final Rule and as set forth in Sections 602(c)(1) and 603(c)(2) of the Social Security Act. The Fiscal Recovery Fund allows for funds to be dispersed to state, local and tribal governments to provide support in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents and businesses. These funds shall build on and expand those efforts provided through the previously administered Coronavirus Relief Fund (CRF).

The Election Board is seeking applicants that can provide a Voting System to create a secure, accessible, fair and safe in-person voting experience on Election Day. The social environment created by the coronavirus demonstrated the need for an adaptable infrastructure deployable to meet the needs of voters. While many components will be necessary in this Voting System, the purpose of this Request for Proposal (“RFP”) is to seek vendors who can provide equipment to replace the voting system currently in

place with new polling place tabulators; election management hardware and software to create election ballots and report and audit election results; ADA-compliant voting machines; and a central count tabulator. The Voting System must comply with all applicable federal and state requirements as promulgated by the Help America Vote Act of 2002, the laws of the State of Missouri, and regulations promulgated by the Missouri Secretary of State (the “SOS”).

II. Background

With a voting population of approximately 200,000 active registered voters as of May 1, 2021, St. Louis City has a combined total of 222 voting precincts and 100 polling places. Voting is conducted before Election Day by absentee ballot (in person or through the mail), and on Election Day at specifically designated polling sites. In 2020, the Election Board piloted the use of satellite absentee voting centers at four locations across the City for three weeks in advance of the November 3 General Election. Elections in Missouri are generally held on the first Tuesday after the first Monday as follows:

March (every 4th year) — Presidential Preference Primary Election **[Note: This date can vary.]**

April (every odd-numbered year) — General Municipal Election

August (every even-numbered year) — Primary Election

November (every even-numbered year) — General Election

November (odd-numbered year)— Special Elections

Any other date authorized by state law or local charter

The core of the current system is comprised of optical scan tabulators (“OS machines”); ADA-accessible direct-recording electronic touch screen voting machines (“DRE machines”); and a Global Election Management System (“GEMS”), which consists of election management software and hardware providing for the design of an election and the tabulation of the election’s results. The OS machines, DRE machines and GEMS, together, constitute the Election Board’s current voting system. Both the OS machines and DRE machines used by the Election Board are no longer in production.

Separate from the voting system, voters are processed and voter credit is documented using KNOWiNK Poll Pads.

Voters on Election Day have the option of either hand-marking a pre-printed paper ballot and scanning it into an OS machine or recording their vote using a DRE machine. Voting is required to be precinct-based because the memory cards used in the OS machines do not contain enough space to hold all ballot styles needed for a city-wide election. In addition, the cost of maintaining all pre-printed ballot styles at every single polling place would prove logistically unworkable and could compromise election integrity as poll workers would be required to ensure that each voter received the correct ballot while choosing from a myriad of options.

GEMS is maintained at the Election Board headquarters, and consists of a server that houses the GEMS software that allows for programming elections and tabulating results. GEMS has the ability to report election results in various formats, including results at the precinct level, but does not allow for reports that show combinations selected by voters. GEMS does not have the ability to conduct ranked choice voting, and is limited in the formats for reporting election data.

The Election Board currently does not have a central count component that would allow for more efficient duplication and processing of absentee ballots.

The Election Board's current inventory of equipment includes the following:

400 Accuvote TXs

400 KNOWiNK poll pads

200 Accuvote OSs

GEMS programming and tabulation software

III. Objective and Scope

The objective of this RFP is to institute a voting system that will give any St. Louis City voter the ability to vote at any St. Louis City polling place by casting his or her vote by either a hand-marked paper ballot or through use of an ADA-compliant voting machine, regardless of the voter's assigned polling place. Accomplishing this goal requires:

- replacement of the Election Board's existing stock of OS machines with new tabulators capable of holding all ballot styles required for a city-wide election;
- new ADA-compliant voting machines for deployment at every St. Louis City polling place;
- new election programming and tabulation software;
- all peripheral components necessary for the system's maintenance;
- staff training;
- testing and maintenance of new equipment;
- on-site supervision and project management of the first election at which the new system is deployed; and
- providing or contracting for bridge maintenance, if necessary, of existing equipment until replacement is complete.

Additionally, the project's scope will include a discussion of the Voting System and its components, minimum life expectancy, and all specific periodic maintenance required to meet or exceed that life expectancy. The Voting System must meet specific regulatory requirements and include functionality components, storage capabilities, compatibility with the Election Board's existing stock of KNOWiNK Poll Pads™ and Poll Print, and maintenance features that support and enable the essential characteristics listed below:

- The Voting System must be comprehensible and easy to use by the entire voting population, regardless of age, education, infirmity, or disability.
- The Voting System will be the total combination of mechanical, electromechanical, and electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) used to design ballots; cast and count votes; report or display election results; and maintain and produce any audit trail information, all consistent with Missouri and federal law.
- The Voting System must include voting devices that are accessible for individuals with disabilities, including non-visual accessibility for the blind and visually impaired and provisions for hearing impaired voters and voters in wheelchairs, in a manner that provides the same opportunity for access and participation in the voting process (including privacy and independence) as for other voters.

- The Voting System must include components for presenting ballots to voters and capturing votes, including voting devices and associated support and privacy components that constitute voting booths. Throughout this document, “voting device” is defined as the device used by a voter to record his/her vote. It includes the recording device, the voting booth, all electrical cords and other necessary wires and cables, a suitable power failure back-up system, and any necessary controlling unit, peripheral devices, or equipment.
- The Voting System must provide options for the pre-election set-up and testing of voting devices; opening and closing of polls; regular voting; handicap accessible voting; curbside voting; pertinent types of absentee voting; provisional voting; and vote tabulation and election reporting at the precinct, district, city, and state levels to include individual contest reports and reports of ballots cast, with a break down by precinct and equipment type. Reports must be available in formats suitable for transfer to the Election Board’s website for election night reporting. Reporting options must include the ability to capture combinations of voters’ selections.
- The Voting System must have the ability to audit results by contest, including blank, under-voted and over-voted ballots.
- All data produced by the Voting System, including but not limited to all logs, results, ballot data, and reports, will belong solely to the Election Board. Ownership of all data, materials and documentation originated and prepared for the Election Board pursuant to this RFP and a contract entered into with the successful vendor shall belong exclusively to the Election Board.
- The Voting System must be one that can be independently maintained by in-house Election Board staff once they have been properly trained by the Voting System provider.
- The Voting System must be durable and designed for both economical storage and easy deployment on Election Day.

The Election Board intends to award a contract based on this RFP; however, the Election Board reserves the right, at its sole discretion, to request additional information, demonstrations, presentations, or participation in any test or pilot programs from the vendors who respond to this RFP. The Election Board may modify this RFP by issuing a written addendum before the deadline for submission of responses by posting it on the Election Board’s and the City’s websites.

IV. Instructions and General Conditions

a. Guideline for Written Questions

All questions regarding this RFP must be in writing and received by the Election Board no later than 5:00 P.M., March 4, 2022. Questions must reference the RFP page number and section to which it applies. All questions must be mailed or e-mailed to the attention of Leo G. (Gary) Stoff, Jr., Republican Director, and D. Benjamin Borgmeyer, Democratic Director, 300 N. Tucker Blvd., St. Louis, MO, 63101; e-mail: st.louis.city@sos.mo.gov

Written answers to questions received will be provided by the Election Board to all parties who obtained an RFP packet from the Election Board and posted on the both the City’s and the Election Board’s websites on March 11, 2022.

b. RFP Addenda

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Election Board's Directors. Verbal conversations or agreements with any officer, agent, or employee of the City or the Election Board which purport to modify any terms or obligations of this RFP are invalid.

c. RFP Closing

Interested vendors should carefully review this RFP. It provides specific technical information necessary to aid participating vendors in formulating a thorough response.

All proposals must be sealed and delivered before 1:00 P.M. central standard time on March 18, 2022, to: Board of Election Commissioners for the City of St. Louis, 300 N. Tucker Blvd., St. Louis, MO, 63101, Attn. Directors. The Election Board will not accept any proposals received after this date and time. Late RFP responses will be returned unopened to the sender upon request within ten (10) business days after RFP opening. All returns will be made at the requester's expense.

d. Copies of Proposal

Interested vendors are advised to submit one (1) original and two (2) copies of their proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).

e. RFP Opening

Proposals will be opened publicly shortly after 1:00 P.M. on March 18, 2022, but only the names of the vendors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or entity who requests access.

f. In-Person Demonstration

Vendors of qualifying proposals will be invited to participate in an in-person demonstration which will consist of an on-site product demonstration and oral evaluation. The dates, times, and places of the in-person demonstrations are to be determined

g. Missouri Sunshine Laws

Due to applicable sunshine laws and regulations concerning public documents (e.g., § 610.021, RSMo.), the Election Board's RFP file becomes part of the public record at the time of contract execution or when all proposals have been rejected.

h. Source of RFP and Addenda

If you have obtained this RFP from a source other than the Election Board, the Election Board's website, or the website for the City of St. Louis listing active procurement possibilities, please check with the Election Board prior to submitting your proposal to ensure that you have a complete package. Addenda to this RFP can be found at these websites or will be provided upon request from the Election Board.

V. About this Document

This document is a Request for Proposal ("RFP") by which the Election Board is seeking a new Voting System as described herein. All proposals will be evaluated and scored by a committee of Election Board employees (the "Evaluation Committee") based upon criteria formulated around the most important

features of the product(s) and/or service(s) offered, of which quality, testing, references, service, availability or capability may be overriding factors and lowest price may not be solely determinative in the issuance of a contract or award. The proposal evaluation criteria contained herein should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the Election Board and will be used in the Election Board's evaluation for award issuance. The Evaluation Committee will thoroughly review all proposals received. A contract will be awarded to a qualified vendor submitting the best proposal as determined solely by the Election Board. **The Election Board also retains the right not to select any vendor through this process.**

All proposals become the property of the Election Board unless the return of a proposal is specifically requested by a vendor. The Election Board is a public agency subject to the disclosure requirements of the Missouri Sunshine Law. This law includes an exemption for "trade secrets." If any proprietary information is contained in or attached to a submitted proposal, it must be clearly identified by the vendor. To protect trade secrets from disclosure, a vendor must agree in writing to defend, indemnify, and hold harmless the Election Board if litigation results as a result of a "trade secrets" exemption claim.

VI. Evaluation Process

The Evaluation Committee will examine all responses to this RFP. Responses which do not conform to the instructions contained in this RFP, or which fail to address all questions and/or requirements set forth herein, may be eliminated from further consideration.

Interested vendors may be invited to make a presentation to the Evaluation Committee. The Evaluation Committee will determine the parameters of any such presentation and what should be addressed by the vendor.

No commitment to purchase any product and/or services will arise until after the Election Board has completed its evaluation of all responses to this RFP. The Election Board will be under no obligation to purchase any vendor's product and/or services until the parties have executed a mutually acceptable definitive Agreement covering such purchase.

VII. Goals

The Election Board seeks to achieve the following goals by implementing the new Voting System:

- Allow any City of St. Louis voter to vote at any precinct regardless of the precinct to which the voter was assigned.
- Increase voting efficiency for in-person voting on Election Day.
- Enhance security features over existing system capabilities, including more robust and demonstrable audit features to promote transparency and voter confidence.
- Increase vote tabulation speeds and production of results.
- Enable Election Board staff to easily program ballots and accommodate late changes to ballots.
- Reduce the risk of human error.

- Reduce the limitations set by the current system for number of precincts, districts, ballot styles and candidates.
- Allow for enhanced flexibility that would allow the Election Board to adapt to any situation, including emergency scenarios (e.g., disaster scenarios that would require immediate relocations of polling places or rerouting of voters).
- Maintain high standards for ballot design and production by allowing and supporting the ballot design principals outlined in EAC publication, “Effective Designs for the Administration of Federal Elections.”
- Upgrade reporting capabilities.
- Improve system administration.
- Upgrade ADA features and accessibility over the current system, including more efficient audio ballot programming.
- Enhance overall voter experience and promote voter confidence through increased efficiency, transparency and accountability for elections, reconciliation and reporting of results.
- Enable Election Board staff to operate the system, including ballot design and coding, testing, hardware maintenance, and results reporting with complete independence from the vendor.
- Dramatically reduce the cost of Election Day and the waste the current system requires to be prepared.
- Have voting equipment that is intuitive to use and operate both for voters and the training of election workers.

VIII. Scope of Work

This section of the RFP enumerates features and functions considered essential to the Election Board.

a. Statement-Warranty Maintenance and Support

The vendor must warrant for a period of five years that the proposed system (hardware and software):

- Will be in good operating order in conformity with the vendor’s specifications and descriptions thereof contained in the proposal and contract documents.
- Will be free from programming errors.
- Will be free of defects in workmanship and material.

During this warranty period, vendor must promptly without additional charge repair or replace any component which fails during the applicable warranty period because of a defect in workmanship or material. Equipment will be warranted on-site. If at any time during the warranty period vendor or the Election Board shall discover one or more defects or errors in any software or any other respect in which the software fails to conform to the provisions of any warranty, vendor shall, entirely at its own expense, promptly correct such defect, error or non-conformity by, among other things, supplying the Election Board with such corrective codes and making such additions, modifications or adjustments to the

software as may be necessary to keep the software in operating order in conformity with the warranties. Vendor shall also assign to the Election Board any manufacturer's warranty.

b. Statement-New Materials, Supplies or Equipment

All equipment provided by the vendor must be newly manufactured, not reconditioned or refurbished in any way. Equipment and software must be of fully-released versions and models, and must be in production by their respective manufacturers during the time of the proposal and warranty period. Hardware and software must not include any components that are conceptual, in-design, in pre-production testing, or in "beta" testing. The vendor must provide all necessary equipment, peripherals and accessories, hardware connector cables, cabling, operating system software, software applications, training, and technical support that provides for a fully functioning voting system. Furthermore, vendor must disclose the country of origin of all system components and provide adequate proof to the Election Board that sufficient auditing of these components has taken place.

The vendor must be able to provide services such as project management, hardware and software installation and readiness testing, on-site and remote technical support, hardware maintenance and repair, and voting system operation and support training.

c. Required Certifications

The Voting System proposed must be certified by the United States Election Assistance Commission (EAC), compliant with the current Voluntary Voting Systems Guidelines, and certified by the Missouri Secretary of State ("SOS") pursuant to § 115.225, RSMo. Copies of a) EAC Certification and b) SOS Certification must be included with your proposal.

d. Desired System Requirements of the Voting System

This section lists desired elements of the contemplated Voting System. With the proposal, the vendor must state in writing whether each enumerated element is supported within the standard product of the Voting System proposed. If the element enumerated is *not* supported within the standard product of the Voting System proposed, state whether you have a functional equivalent or no cost modification addressing the need, or whether this function will require modification for a fee and, if so, list the additional cost separately in your proposal.

General System Functionality

1. Ability to process voted ballots up to 42 days before Election Day and not report election results until tabulation occurs after the close of polls on Election Day.
2. Ability to conduct testing of the Voting System as required § 115.233, RSMo., without interruption of active voting or ballot tabulation that may be in progress at the time of testing.
3. Enable the Election Board to independently program media; create, design, produce and tabulate ballots in house; and report results without vendor involvement or additional costs.
4. Ability to output ballot files in .pdf format for printing by third-party service providers or other Election Board systems such as on demand ballot printers.
5. Ability to manipulate font type and size and all ballot text and images during ballot layout and to visually inspect the ballot design for both paper-based and electronic ballots on the host computer terminal without requiring the use of any external devices or processes.

6. Ability for the Election Board to independently create or import audio files for accessible ballots with a built-in component or in standard .wav format with the use of direct voice recording and text to speech.
7. Ability to easily add or subtract candidates and/or issues from the ballot as a result of late court rulings.

Security and Accuracy of the Voting System

8. Control logic and data processing methods to detect and report errors and provide correction methods.
9. Provide multiple layers of controls to provide redundancy against security failures or vulnerabilities.
10. Utilize cryptographic algorithms that are public, well-vetted, and standardized.
11. Permit diagnostic testing on demand of all the major components within each unit in preparation for an election and in election mode.
12. Contain safeguards and security against tampering, theft or damage of all units.
13. Provide a mechanism to detect unauthorized physical access.
14. Allow for bipartisan access and control, ensuring that a bipartisan team of administrators must be logged in to execute critical functions.
15. Prevent operation of function in an improper sequence.
16. Ensure that an error or fault in the Voting System software or hardware cannot cause an undetectable change in election results.
17. Only expose physical ports and access points that are essential to voting operations.
18. Ensure that Voting System records are resilient in the presence of intentional forms of tampering and/or accidental errors.
19. Prevent modification of the voter's vote after the ballot is cast.
20. Support strong, configurable authentication mechanisms to verify the identities of authorized users and include multi-factor authentication mechanisms for critical functions.
21. Ensure that logical access to Voting System assets are revoked when no longer required.
22. Protect the integrity, authenticity, and confidentiality of sensitive data transmitted over any network.
23. Include an audit log that contains sufficient information to allow the auditing of all operations related to ballot tabulation, results consolidation and report generation. The system audit log shall be created and maintained by the Voting System in the sequence in which operations were performed. The audit log shall be able to be located, read and printed only by an authorized system administrator. Audit logs must include, but are not limited to, the following:
 - a. An identification of the program and version being run;
 - b. An identification of the election file being used;
 - c. A record of all operation entered by the operation;
 - d. A record of all actions performed by the system or subsystems;
 - e. A record of all tabulation and consolidation input in the form of a readily accessible audit log; and
 - f. A record of all ballot or system over-rides performed.
24. Have the capability of creating scanned copies of all ballots cast.

Vote Recording Features

25. Notify voters casting blank ballots and ballots which contain under votes and over votes; provide the option to override the message and cast the ballot as marked; and provide the voter with the option for remedial action or correction. These notifications should be customizable by the Election Board

without vendor involvement required or additional costs incurred. The Voting System shall also allow the voter, after being notified and given the option for remedial action or correction, to cast his or her ballot containing either an undervote or overvote if that is the voter's preference.

26. Ensure that voters can mark, verify and cast their ballot or other associated cast vote record, without assistance from others.
27. Provide for the storage, tabulation and accurate counting of write-in votes, sorting of ballots which contain write-in votes, and immediate results reporting for marked write-in votes.
28. Capture the image of the write-in names listed by the voter and allow the Election Board to tabulate these votes without having to manually inspect the physical ballots.
29. Accommodate districts where multiple candidates are elected in a single contest.
30. Accommodate the use of cumulative voting, approval voting and ranked choice voting, and accurately and efficiently tabulate the results for such voting systems.
31. Be able to perform recounts.
32. In the event of a failure in a tabulating unit, allow for shutdown without the compromise of any voting data and log said failure and shutdown.
33. Address provisional ballots, including the casting of the provisional ballot, accessibility options, and the recording and tabulating of such ballots. The Voting System shall be able to separate provisional ballots from non-provisional ballots. Results from provisional ballots shall be easily integrated with Election Day results and advance voting results, once those provisional ballots have been determined to be eligible for counting, for the purpose of producing total election results.
34. Provide tabulating units that print summary reports of votes cast on each unit by extracting information from a memory device or data storage device.
35. Record, tabulate and report votes cast in split precincts where all voters assigned to a polling place are not voting the same ballot style.
36. Provide an absentee voting capability that is integrated with the entire voting solution. The devices that produce or process the absentee ballots shall be programmed from the same database and election definition that is used to program the Election Day voting units. The reporting and tallying system for the absentee system shall be capable of tallying the absentee votes and allocating these votes back to the voter's precinct. The absentee results shall be easily integrated with Election Day results in a timely manner for the purpose of producing total election results.
37. Provide for voting tabulation units that have:
 - a. The capability of accepting any ballot style in use in any given jurisdiction city-wide.
 - b. The ability to maintain all ballot styles city-wide on a single voting unit.
38. Provide for voting units that are capable of scanning one-sided ballots, two-sided ballots, and multiple-page ballots while recording the event as one ballot cast.
39. Provide that each voter's ballot is secret and that the voter cannot be identified by image, code or other methods. The Voting System shall protect the secrecy of the vote such that the vote may not be observed during the voter's ballot selection, during the casting of the ballot, and as the ballot is transmitted for recording on a storage device.
40. Preserve the privacy of the voter's interaction with the ballot, modes of voting and vote selections.
41. Accurately record, report and provide a detailed record of each vote cast.

Ease of Use

42. Permit voters to cast ballots quickly and easily without the loss of security and accuracy, while minimizing the number of screens necessary to view and cast the ballot.

43. Provide a method of producing official sample ballot information for storage on a website and for reproduction and distribution.
44. Produce or display ballots that are easy to read, intuitive and follow a logical progression, including the design tools adopted by the Ballot Design Initiative by the Center for Civic Design. (<http://civicdesign.org/fieldguides/designing-usable-ballots/>)
45. Provide voting machines configured to operate without assistance provided by the poll worker in either activating the device or selecting the accessibility feature(s) for the voter, and not require the purchase of additional hardware or peripheral devices.
46. Include minimal, easy-to-follow instructions for the voter. These instructions should be customizable by the Election Board without vendor involvement required or additional costs incurred.
47. Accommodate voters with disabilities by providing non-visual access that includes audio speech and/or touch controls; visual access that includes zoom functions and high-contrast functions; and the ability to utilize both with the visual and non-visual functions simultaneously. Additionally, the Voting System shall provide accessibility for people with upper body impairments.
48. Include an independent means for voters with disabilities to verify their ballot.
49. Provide units that are easy for poll workers and election officials to use, store, transport and operate. This includes devices that:
 - a. Are easily transportable, without damage to internal components.
 - b. Enable poll workers to immediately detect if a voting unit is not operating properly.
 - c. Are “tamper-evident” while in storage or at the polling location.
50. Have rechargeable batteries in the tabulation equipment that is user serviceable and available as a non-proprietary, “off-the-shelf” item.
51. Provide a contingency to permit continued normal operation of polling site equipment, in the event of loss of AC power, for a minimum of 4 consecutive hours.
52. Allow for compatibility and ability to interoperate between polling place voting equipment for the purpose of scanning voter ballots generated from the Election Board’s existing electronic poll book system.
53. Allow .xml export in the common data format (CDF) created by IEEE P1622 and have the capability to import and export information to and from election management tools via .txt, .csv, .xls, or .xlsx files, including but not limited to:
 - a. Political subdivision data, including precincts, district types, district names and district relationships.
 - b. Candidate filing data.
 - c. Voter registration counts.
 - d. Ballot questions/referendums.
 - e. Parties.
 - f. Offices.
 - g. Polling places and relationships.
 - h. Ballot style names.

Vote Tabulation and Reporting

54. Provide for the following records regarding the opening and closing of the polls on any devices used for tabulating or recording votes:
 - a. Identification of election, including opening and closing dates and times.
 - b. Identification of each unit.

- c. Identification of ballot format.
 - d. Identification of candidate and/or issue, verifying a zero start.
 - e. Identification of all ballot fields and all special voting options.
55. Include print or extraction functions that:
- a. Prevent the printing of results reports before the sequence of events required for the closing of polls is completed.
 - b. Ensure that results data, including write-in votes, over votes and under votes, can be extracted from a memory device to a central unit.
 - c. Provide poll opening reports that have all required system audit information
 - d. Ensure that no loss of data occurs during the generation of reports.
 - e. Maintain the integrity and security of data according to the time frames for federal, state and local elections.
 - f. Ensure that all reports generated by tabulators and all ballots generated by ballot marking devices are printed in a manner that does not fade, smear or degrade for at least 22 months beginning upon the certification of election results.
 - g. Ensure that all ballot and system over-rides are tracked and available via audit reports.
56. Producing all required reports, including vote totals and precinct information, in various formats including but not limited to .pdf, .txt, .csv, and .xml export in the common data format created by IEEE P1622.
57. Report election results to a website through extractable data for publishing to websites in various formats, including but not limited to .asc, html, .pdf, .txt, and .csv.
58. Allow for access by authorized system administrators to election results after the closing of the polls and prior to the publication of the official canvass of the vote.
59. Print out results containing candidates and/or issues in alphanumeric format next to the vote totals. If the unit is a machine-based tabulation device, each unit shall have the ability to print out these results from the individual unit.
60. Include tabulation equipment capable of processing a ballot with a blank second or back page if no election data flows to the second or back page.
61. Include tabulation equipment capable of sorting write-ins, blanks, and over- votes on central count ballot scanner(s).
62. Have the ability to capture write-in vote results and images on a host reporting computer and to report write-in votes cast by contest within a precinct/split.
63. Include central count ballot scanners that have the ability to scan and tabulate any and all paper ballots produced by the Voting System.
64. Include tabulation equipment capable of distinguishing common acceptable marks in addition to the prescribed marks on a ballot (i.e., a commonly accepted “X” in place of the prescribed fully shaded oval). Further, the Voting System must possess the capability to process normal variations in printing and scanning without requiring adjustment of the mark reading thresholds.
65. Allow for the remote transmission of results from the polling site to Election Board headquarters. This remote and secure transmission shall occur independently of the voting device (for example, no internal or physically attachable modem or transmission device).

Storage & Drayage

66. The components of the Voting System, including the ballot marking devices, ballot scanners, ballot boxes, etc., shall fit within the confines of the Election Board warehouse for storage and maintenance purposes (including the charging of any electrical components and/or batteries).
67. The Voting System should accommodate the use of Election Board's current transport cases and carts along with the ballot boxes currently in use by Election Board.
68. The Voting System components must be no more difficult to transport than the system currently in use. The components must be easily transported and delivered to each voting site by a bipartisan team of Election Board employees.

Evaluation Criteria:

- a. *Proposal provides clear evidence that the ballot design and handling capabilities of the Voting System are sufficient to meet the needs of the Election Board.*
- b. *Proposal describes these aspects of the solution and will support the Election Board's goals and requirements as described.*

e. Professional Services

This section lists professional services which may or may not be included with the contemplated Voting System. Attach to your proposal a statement as to whether each enumerated element is either a) supported within the standard product of the Voting System proposed or b) not supported within the standard product of the Voting System proposed. If the element enumerated is *not* supported within the standard product of the Voting System proposed, please write a response detailing whether you have a functional equivalent or no cost modification addressing the need or whether this function will require modification for a fee and a confirmation that the additional cost will be listed separately in your cost proposal.

Training & Documentation

69. Vendor shall provide an extensive training program on all phases and processes needed to operate all aspects of the Voting System. This training shall be sufficient to the point that Election Board personnel shall be able to operate the Voting System without continuous support from the vendor. Training shall cover all aspects of using the Voting System.
70. Training materials shall include manuals, videos and other written materials and shall be customized for Election Board officials and poll workers.
71. A complete training schedule for Election Board employees shall be provided prior to contract execution.

Hardware/Software/Firmware Support, Upgrade and Patching

72. Vendor shall provide one year of Annual Post-Warranty Support. In addition, vendor shall provide, as a part of the proposal, options for the purchase of years five through ten of Annual Post-Warranty Support.
73. Vendor shall provide training to designated Election Board employees to enable the Election Board to perform all necessary hardware maintenance independent of vendor. Vendor shall provide certification requirements and continuing education for designated Election Board employees so that they may maintain their certification during the expected useful life of the Voting System.

74. Vendor shall provide one year of Annual Post-Warranty Firmware Licensing, Maintenance, and Support. In addition, vendor shall provide, as a part of the proposal, options for the purchase of years five through ten of Annual Post-Warranty Firmware Licensing, Maintenance, and Support.
75. Vendor shall provide one year of Annual Post-Warranty Software Licensing, Maintenance, and Support. In addition, vendor shall provide, as a part of the proposal, options for the purchase of years five through ten of Annual Post-Warranty Software Licensing, Maintenance, and Support.
76. During the term of the contract, the vendor shall provide all certified software upgrades, as well as certified hardware and software patches to repair defects in the Voting System, at no charge.
77. During the contract period, the vendor shall make Voting System modifications that are necessary to comply with the updates or changes to the Voting Systems Standards required by the Help America Vote Act (HAVA) or other applicable federal and state laws at no charge.
78. Vendor shall identify and submit modifications made for state re-qualification testing if necessary, at no charge.
79. All user-serviceable parts must be available for purchase by the Election Board for a minimum of 12 years from the submission date of this RFP and shall include a one-year warranty, including shipping.

Support & Maintenance

80. Vendor shall provide on-site support to include a minimum of one person on-site the day before, the day of, and the day after the first two (2) state-wide elections.
81. Vendor shall provide technical and on-going support through the use of a “help desk” that is available from 8:00 AM to 5:00 PM local time, Monday through Friday, and is available from 5:00 AM local time until 5 hours after the close of the polls during any election and its associated absentee voting period. Said “help desk” will be staffed during these hours by specialists with technical and operational knowledge of all Voting System components. Additionally, vendor shall have a technical specialist on-call outside of these hours during the period from initiation of the contract through certification of the canvass of the first statewide General Election in which the Voting System is utilized.

Evaluation Criteria:

- a. *The proposal describes how the training provided will ensure that Election Board staff is able to successfully operate the Voting System.*
- b. *Proposal clearly demonstrates how the vendor will provide ongoing support and services to enable the Election Board to successfully conduct elections.*

f. Vendor Product Information

Provide with your proposal a thorough discussion of your product’s features and functions, including scan rate for central count scanning, Election Day voting efficiencies to reduce voter wait time, and enhancements which provide transparency and openness to public scrutiny.

Include a discussion of what happens during a power outage. The vendor should submit detailed product information regarding features, functions, and advantages over competing products. Additionally, the vendor should include a thorough discussion of the Voting System’s, and its components’, minimum life expectancy, and all specific periodic maintenance required to meet or exceed that life expectancy, including the vendor’s plan to ensure availability of replacement parts for said minimum life expectancy.

Vendor must provide information regarding performance and voter throughput based on vendor's real world reported experiences, and thoroughly explain the basis of the calculations made to arrive at these figures.

Vendor shall base all calculations and recommendations on an estimated maximum of 5,000 registered voters per polling site (largest polling site), and a ballot with 45 contests and questions. Vendor shall provide any independent usability studies supporting these use calculations.

Documentation

With your submission provide copies of the following information for each component of the Voting System, making sure that each item is clearly identified so it can be recognized:

- a. Sample System Administration/Operator's Manual or user manuals detailing system functionality.
- b. Typical Operations and Procedures Guide.
- c. A detailed list of available reports and examples of some of the reports. Label and attach the list and sample reports.
- d. Sample Training Handbook, Poll Worker User Guide and Quick Reference Guide.
- e. Environmental requirements for storage, transportation and operation, including temperature range, humidity range and electrical supply requirements.
- f. Recommended preventative maintenance schedule for all aspects of the Voting System and a price list of all Voting System user-serviceable replacement/repair parts available for purchase.
- g. Amount of sustained operation time the scanning equipment is capable of providing and how it is delivered. Include average rate and maximum number of ballots counted per hour for previously folded ballots in 14-inch, 17-inch and 19-inch sizes (and/or any other sizes accommodated by the Voting System).
- h. Provide an architecture diagram that identifies all software, hardware and networking components used in the operation of the Voting System, including ballot design, ballot scanning and tabulation, and results reporting. Include all third-party software components such as operating systems, DBMS, browsers, report writing tools, etc. Label and attach the diagram to your proposal response.
- i. Provide a diagram of the entire Voting System that indicates where batteries are present, the expected life span of those batteries given "typical use", user-serviceability, and replacement cost.
- j. Provide the full Technical Data Package (TDP) submitted to the EAC and EAC lab.
- k. Provide a copy of the Certificate of Conformance/Scope of Certification documents from the EAC, if these were obtained.
- l. Technical specifications and minimum configuration requirements for all hardware components that make up the total of the proposed Voting System. Provide software and firmware documentation, information and materials, including the following:
 - i. A copy of the release software, firmware, utilities, hardware and instructions required to install, operate and test the Voting System.
 - ii. System flow chart describing information flow, entry and exit points, and the relationship of programs, device drivers, data files, and other program components.

Administrative

Provide with your submission copies of the following information:

- a. Sample Contract.
- b. Sample Hardware Maintenance/Training Agreement.
- c. Sample Firmware Maintenance Agreement.
- d. Sample Software Maintenance Agreement.
- e. Any Sub-Contractor Agreements.

Evaluation Criteria:

- *The proposal describes in detail the range of Voting System functions and demonstrates that the Voting System capabilities meet the Election Board's requirements.*
- *Proposal plainly defines Voting System's performance markers, specifications and requirements.*

g. Project Management

The Election Board expects detailed management of the implementation, training and support activities related to the Voting System. Vendors are expected to respond to this section and make clear in their proposal that they are responding with regard to the below requested information. The vendor shall provide information organized into the following sections:

The vendor shall describe the project organization structure, listing all key personnel functions. Consideration will be given to the named personnel and their placement in the project structure, title, qualifications, and experience. The evaluation will include project staff experience. Consequently, vendors shall not include the resume of staff that will not be actively involved in the project. The project manager whose resume is included in the proposal will be evaluated and is expected to be available to the project. The proposed project manager shall participate in any on-site demonstration of the Voting System. Changes to project management once the project has begun can only be made with the written approval of the Election Board. In addition, supporting rationale shall be provided to show that the organization is adequate to support the overall effort and to justify the number and allocation of personnel involved.

The vendor shall present a master integrated schedule depicting all activities and milestones from contract award to installation and transfer. This section shall also contain a matrix that lists tasks and identifies the corresponding "owner." The Election Board's tasks shall be identified as well as those of any subcontractor(s). The thoroughness and clarity of this schedule will be examined carefully.

A proposed deliverables schedule which must be provided as a separate document in this section but reflects the master integrated schedule must also be provided.

Following the selection of a contractor, but before work is authorized, a series of project milestones and deliverables with corresponding payment events will be established. These deliverables must be completed work segments with a useful work product for which a payment can be made.

Vendors have the sole responsibility for ensuring any Voting System developed and/or installed as part of this RFP is fully and adequately operational and can be easily maintained. This includes any technical expertise in any area needed as part of this RFP. Vendors are required to identify all resources they intend to request of the Election Board. The type of staff and the estimated number of hours of involvement shall be detailed. The size and type of physical space needed for work area, equipment staging, training, or other purpose must be identified. The Election Board expects to provide no equipment other than that which is procured as part of or to support the components of this project which is not expressly listed in

vendor's proposal, other than existing electronic poll books. Any assistance provided by the Election Board does not diminish the fact that the vendor has sole responsibility to ensure all equipment delivered operates properly.

Vendors shall describe their approach to formal review meetings with the Election Board, the organization of the typical meeting, and methods for documenting and approving all meeting notes. In addition, a discussion of the approach to problem resolution and change order procedure is required.

Vendors shall provide a detailed description of all education and training required for Election Board staff to operate the equipment to include: a description of all classes, typical classroom environment, student/instructor ratio, and instructors' qualifications.

h. Policy and Procedures Documentation

The Election Board recognizes that the success and security of an election depends not only on the voting equipment, but on the pre- and post-election activities that must be managed carefully. Such policy and procedure best practices are considered a key deliverable for each type of voting device and tabulation system offered. All documentation included with vendor's proposal must be sufficient to allow Election Board staff to maintain and prepare for an election, operate and test during an election, and collect and report information at the close of an election. This documentation should describe in detail each activity performed and how it contributes to the Voting Systems use and security.

Evaluation Criteria:

- *Proposal clearly demonstrates how the vendor will provide support and services to enable the Election Board to smoothly transition to the new Voting System and to continue to successfully conduct elections.*
- *The proposal provides a thorough training plan and documentation schema.*
- *The proposal clearly conveys an implementation plan, timeline and resource requirements.*

IX. Narrative

Attach to your proposal a narrative that addresses the following items:

1. Create a clear picture showing how the proposed Voting System operates; include a description on how the solution will evolve in the future.
2. Make clear how aspects of the proposed Voting System meet the Election Board's goals and requirements as set out in Section ____ of this RFP.
3. Provide clear evidence that the ballot design and election creation capabilities of the Voting System are sufficient to meet the Election Board's needs.
4. Explain clearly the functionality of the proposed Voting System with both KNOWiNK's- Poll Pad™ and Poll Print.
5. Clearly show how both the precinct-based and central count aspects of tabulation of the proposed Voting System are fast, accurate and able to deal with exceptions.
6. Detail the range of reporting functions available and show how the reporting capabilities meet the Election Board's requirements.
7. Demonstrate that the proposed Voting System can meet and/or exceed the Election Board's security requirements.

Mark the “Narrative” section of your proposal clearly so that it is easily identifiable; number sections of the narrative to correspond to the items listed above to which the narrative is responsive.

X. Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of vendors interested in providing the service(s) and/or product(s) specified in this RFP. Vendors must meet or exceed these qualifications to be considered. Specific responses to each item listed must be provided as part of the vendor’s response.

1. Vendor’s corporate name and principal office address and phone number.
2. Local office address and phone number if different.
3. Description of the vendor’s organization, date established, and legal status.
4. Percentage of the vendor’s business that is election administration related.
5. A certificate of good standing from the state in which the vendor is incorporated AND in the State of Missouri.
6. Vendor’s ownership (public, partnership, subsidiary, etc.). Disclose any foreign person or interest with full or partial ownership.
7. Number of personnel, full and part-time, assigned to this project by function and job title.
8. Number of employees directly involved in election management system development and implementation
9. Number of election management system installations.
10. Location of the project within the vendor’s organization.
11. Vendor’s organization chart.
12. Evidence that the vendor is in sound fiscal condition, including the provision of financial statements for the past three years.
13. Name, business address, email address and phone number of the person(s) responsible for the vendor’s proposal.
14. Name, business address, email address and phone number of the person(s) responsible for day-to-day operations of this project.
15. A list with any and all case headers concerning any litigation or ethical proceedings brought against vendor in the past three years.
16. Certification of liability protection (insurance coverage for libel, contract liability, errors and omissions, and litigation).
17. DUNS number.
18. A complete list of all jurisdictions using the proposed voting system in the United States and Canada, including the following information:
 - a. Jurisdiction name.
 - b. Address.
 - c. Size of jurisdiction in number of eligible voters.
 - d. Project start and finish dates.
 - e. Brief description of project, including the hardware and software configuration.
 - f. Contact information:
 - i. Name.
 - ii. Title.

- iii. Phone number.
- iv. Address.
- v. Email address.

XI. Cost Proposal

Complete the “Cost Proposal” attached as Appendix “A” with respect to which the following instructions apply:

- If, during the contract period, lower pricing is provided to another entity, the lower pricing must also be provided to the Election Board.
- Unless the cost proposal indicates otherwise, the Election Board will consider all proposed costs to be fixed.
- Each item required by the proposal must be individually priced (i.e., priced per single unit and be able to be ordered individually).
- The cost proposal represents the guaranteed maximum price to the Election Board.
- A vendor not wishing to offer a volume discount should provide the same unit price for each quantity ordered in the space provided.
- All unit prices shall remain firm for the initial term of the executed agreement; provided, however, if the vendor during the initial term of the agreement offers to another buyer pricing for a like or comparable quantity, products or services more favorable than that given to the Election Board, then the vendor shall offer the same pricing to the Election Board effective on the date offered to other buyer.
- Unit prices shall include all costs and, unless otherwise specified, shall be F.O.B. Destination & Freight Prepaid Not Billed (“F.O.B. Destination”).
- The vendor is responsible for verifying that their cost submission is accurate and complete.

XII. Selection Criteria

Multi-tiered procurement overview:

- In the first step, the Election Board will evaluate written proposals and select Qualified Proposals.
- In the second step, the Election Board will evaluate Qualified Proposals in an on-site product demonstration and oral evaluation.
- In the third step, the Election Board may, at its sole discretion, exercise the option for discussions and Best and Final Offers (BAFO).

Evaluation of proposals received in response to this RFP will be conducted comprehensively, fairly and impartially. Structured quantitative scoring methods will be used to maximize the objectivity of the evaluation. The bipartisan Evaluation Committee will review and evaluate all submitted proposals. The committee will be composed of individuals with experience in, knowledge of, and responsibility for program service and financing.

Each evaluator shall independently assign a score to each evaluation criterion based on the written proposals. Then the evaluators shall meet at a proposal evaluation session and share their key findings from each proposal individually. After sharing their findings, each evaluator shall be given an independent

opportunity to revise and finalize their draft scores. Final scoring by each evaluator will then be summed. Final contract approval is at the sole discretion of the Election Board.

a. First Step: Written Proposal Instructions and Questions

All interested vendors must provide written responses pertinent to all subparts under Section VIII, "Scope of Work." Failure to comply with these instructions may result in rejection of the proposal.

Vendors must provide information regarding the below topics described in this RFP and will be scored by the Evaluation Committee according to the below scale:

Page	Description	Points Possible
8	Statement-Warranty Maintenance and Support	Pass/Fail
9	Statement-New Materials, Supplies or Equipment	Pass/Fail
9	Required Certification	Pass/Fail
9	General System Functionality	7
10	Security and Accuracy	7
10	Vote Recording	7
11	Ease of Use	8
12	Vote Tabulation and Reporting	8
14	Storage and Drayage	7
14	Training and Documentation	7
14	Hardware/Software/Firmware Support, Upgrade and Purchasing	7
15	Support and Maintenance	7
15	Vendor Product Information	2
17	Project Management	7
18	Policy and Procedures Documentation	7
18	Narrative	10
19	Minimum Firm Qualifications	2
20	Cost Proposal	7
Total		100

The two highest scoring vendors will qualify for the on-site product demonstration and oral evaluation; however, the Election Board may increase the number of vendors if the Election Board determines that there are additional vendors that are closely competitive and have a reasonable chance to be the most advantageous vendor.

Vendors whose proposals qualify for the on-site product demonstration will receive written notice that they have been selected and will continue to the next step outlined below.

b. Second Step: On-Site Demonstrations

In the second step of the evaluation process, selected qualified vendors will be asked to participate in an on-site product demonstration and oral evaluation at the Election Board office at no charge to the Election Board. Vendors shall not demonstrate any software/functions or features that are not included in the proposed Voting System. Vendors shall populate the demonstration system with sufficient data to demonstrate the required functionality. The on-site demonstration and oral evaluation will take place

over a two-day period. Day one will consist of a hands-on demonstration of the vendor's software as it relates to election programming and ballot design/layout. Day two will consist of a demonstration of election day equipment and tabulation functionality. Vendors should demonstrate features of their systems that address the stated desired Voting System requirements and goals of the Election Board as stated previously in this RFP. Vendors should demonstrate features of their system which set their proposed Voting System apart from other possible solutions.

Scheduling of product demonstration and oral evaluation will be at random. On-site product demonstrations and oral evaluations will be scheduled with each selected qualified vendor during the evaluation period. If rescheduling becomes necessary, a representative of the Election Board will contact vendors at least 10 days in advance. If for any reason a vendor fails to appear for the on-site demonstration, the vendor will be disqualified from the process.

Vendors will be invited and allowed to set up equipment for the product demonstration a day prior to the scheduled evaluation. During and as part of the demonstration clarifying questions may be asked and potential scenarios may be posited. After the product demonstration, the vendor will be asked to deliver a brief overview of their proposal. Clarifying questions may be asked at this time as well. This brief overview and question and answer period will constitute the oral evaluation.

Scoring of the on-site demonstration will be divided into the following categories:

Selection Description	Possible Points
Creating an election from data provided in the RFP and generating ballot styles.	20
Demonstration of polling place tabulators (including compatibility with both Poll Pads™ and Poll Print) and ballot tabulation using a marked set of test ballots.	20
Performance of ADA accessible ballot functions.	20
Demonstration of report generation and results reporting.	20
Demonstration of Central Count system tabulation and using a marked set of test ballots.	20
Total	100

Oral evaluation will be based on the same categories as the written proposal.

Description	Points Possible
Minimum Firm Qualifications	2
General System Functionality	7
Security and Accuracy	7
Vote Recording	7
Ease of Use	8
Vote Tabulation and Reporting	8
Storage and Drayage	7
Training and Documentation	7
Hardware/Software/Firmware Support, Upgrade and Purchasing	7
Support and Maintenance	7
Vendor Product Information	2

Project Management	7
Policy, Procedures and Documentation	7
Narrative	10
Cost Proposal	7
Total	100

The Evaluation Committee may invite others to attend the on-site demonstration, including but not limited to: potential poll workers, voters, outside experts, election authorities from other jurisdictions, etc.

At the discretion of the Election Board, the on-site demonstration may be recorded.

Each evaluator shall independently assign a score to each evaluation criterion based on the product demonstration and oral evaluation. Then the evaluators shall meet and share their key findings from each demonstration. After sharing their findings, each evaluator shall be given an independent opportunity to revise and finalize their draft scores. Final scoring by each evaluator will then be summed. The finalized scores will be added to the score for each vendor's written proposal.

At that time, the Election Board may choose to make a final selection, based on the proposal the Election Board determines to be the most advantageous to the Election Board based on the evaluation process and evaluation factors, or, at the Election Board's discretion, the Election Board may choose to exercise its option for discussion for Best and Final Offer Proposals (BAFO). The process for BAFO is described in the following section.

XIII. Best and Final Offer Proposals (BAFO)

At the conclusion of the preceding steps, the Election Board may, at its sole discretion, engage in oral or written discussions with vendors still under consideration regarding their proposals for the following purposes:

- a. Identify content considered deficient;
- b. Seek additional information or clarification; or
- c. Obtain any other information regarding the best solution specific to the Election Board's requirements.

Discussion with each vendor will be based on what the Election Board determines is necessary to obtain the best Voting System for its needs. Discussions may vary with each potential vendor. The Election Board may terminate discussions with any potential vendor at any time. The Election Board will, however, offer each potential vendor the same opportunity to discuss their proposals before notice is given as to the due date and time to submit BAFO proposals.

Following discussions, the Election Board will notify eligible vendors of the date and time by which they must submit their BAFO proposals, the BAFO requirements, and the criteria and scoring by which the BAFO proposals will be evaluated.

Evaluations of the BAFO proposals will be conducted by the Evaluation Committee in accordance with the evaluation criteria provided resulting in a final score for each vendor. In the evaluation of BAFO proposals, each evaluator will have available the scores that the evaluator assigned in prior steps, but will not be

bound by prior evaluation scores. The BAFO scoring will be based on the BAFO proposal together with information gathered in the on-site demonstrations and vendor discussions.

XIV. RFP Timeline

Distribution of RFP to interested vendors	February 16, 2022
Clarification, information and questions submitted in writing by 5:00 PM CT	March 4, 2022
Answers to questions and addendum (if needed) issued	March 11, 2022
Sealed proposals due before 1:00 p.m. CT	March 18, 2022
Notification to selected qualified vendors	TBD
On-Site demonstrations	TBD
Evaluation Committee recommendation to Election Board Directors	TBD
Directors' recommendation to Board of Election Commissioners	TBD

XV. Contract Period and Repayment Terms

A contract will be entered into pending approval by the Board of Election Commissioners and a signed legal document. The contract will continue until all services are completed upon agreement of both parties.

The Election Board reserves the right to cancel the contract and discontinue services with a thirty (30)-day written notice as a result of the failure of the contracted vendor to provide acceptable services and reports as stated in the response to this document.

The selected vendor must agree to deliver to the Election Board not later than the effective date of any contract a performance and payment bond in the full amount of the purchase price by a surety or sureties acceptable to the Election Board securing its obligations to be performed under the contract. The selected vendor must include with the proposal price the price of any such bonds.

XVI. General Conditions of St. Louis City Election Board Contracts

Refer to Appendices B and C for general RFP provisions and required contract provisions pursuant to the American Rescue Plan Act.

XVII. Required Response Content

All proposals must include the following:

1. A response to each item contained in this RFP. Your response to this RFP will acknowledge that this is understood. If there is any exception or question regarding any request contained in this RFP, the vendor must notify the Election Board of such.
2. A clear indication as to which portion(s) of the RFP the vendor's proposal is responsive.

XVIII. Proposal Cover Page

Include the below cover page with your proposal.

Board of Election Commissioners for the City of St. Louis
VOTING SYSTEM

The undersigned, on behalf of the submitting vendor, certifies that: (1) this proposal is made without previous understanding, agreement or connection with any person, firm or corporation submitting a proposal on the same project; (2) this proposal is in all respects fair and made without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the vendor in whose name the proposal is submitted; (4) vendor has read the complete Request for Proposal and understand all provisions and requirements contained therein; (5) if accepted by the Election Board, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes contained in the submitting proposal will be the vendor's responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ PHONE _____ HOURS _____

STATE OF INCORPORATION or ORGANIZATION _____

COMPANY WEBSITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation ___ Private Corporation ___ Sole Proprietorship ___

LLC ___ LLP ___ Not for Profit Corporation ___ Partnership ___ Other (Describe): _____

BUSINESS MODEL: Small Business ___ Manufacturer ___ Distributor ___ Retail ___ Dealer ___

Other (Describe): _____

Not a Minority-Owned Business ___ Minority-Owned Business ___ Certification # _____

African-American ___ Asian ___ Hispanic ___ Native American ___ Other ___ Woman-Owned Business ___

REGISTERED TO DO BUSINESS IN THE STATE OF MO: Yes ___ No ___

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA: All addendum(s) are posted to the Election Board RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.stlelections.com.

NO. ___, DATED ___; NO. ___, DATED ___; NO. ___, DATED ___; NO. ___, DATED ___;

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____

Printed Name _____

Title _____

Date _____

XIX. Appendix A – Cost Proposal

I. **Hardware**

a. ADA / HAVA Compliant Voting Machines

ADA / HAVA Compliant Voting Unit—Model #: _____

<u>Quantity</u>	<u>Unit Price</u>
#1	\$ _____
#100	\$ _____
#150	\$ _____
#200	\$ _____

b. Polling Place / Precinct Tabulation Machines

Polling Place / Precinct Tabulation Unit—Model #: _____

#1	\$ _____
#100	\$ _____
#150	\$ _____
#200	\$ _____

c. Central Count

Central Count Unit—Model #: _____

#1	\$ _____
#5	\$ _____

II. Software

a. Software Licenses

Software – Model #: _____

<u>Quantity</u>	<u>Unit Price</u>
Enterprise Wide License	\$ _____

Software – Model #: _____

<u>Quantity</u>	<u>Unit Price</u>
Enterprise Wide License	\$ _____

Software – Model #: _____

<u>Quantity</u>	<u>Unit Price</u>
Enterprise Wide License	\$ _____

Software – Model #: _____

<u>Quantity</u>	<u>Unit Price</u>
Enterprise Wide License	\$ _____

Software – Model #: _____

<u>Quantity</u>	<u>Unit Price</u>
Enterprise Wide License	\$ _____

III. Peripheral Equipment

a. Peripheral Equipment -- Itemize all peripheral equipment below.

Description:	Unit Price:
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

IV. Services

a. Service Agreement

Annual Cost: \$_____

Annual cost of Service Agreement may not escalate by more than 1% per year for each year of the contract, including extensions. Vendor must include a copy of their Service Agreement with the proposal.

If applicable, provide the discount percentage for a prepaid multi-year Service Agreement:

Discount off an annually renewable Service Agreement:

2-Year Prepaid

_____%

3-Year Prepaid

_____%

5-Year Prepaid

_____%

V. Implementation

Itemize all implementation expenses below, including planning and analysis, design, deployment, testing, and support, and any reimbursable expenses (e.g., travel). Include the total of all implementation expenses expected.

Total Implementation Expenses: \$_____

VI. Training

Itemize all training expenses below, including reimbursable expenses (e.g., travel) and what options will be available for on- and off-site training. Include a total of training expenses expected.

Total Training Expenses: \$ _____

VII. Trade-Ins and Buy Back

Will vendor compensate the Election Board for trade-ins of existing equipment (e.g., polling place tabulators, DREs, ballot boxes, memory cards, etc.)?

Yes: _____ No: _____

Will vendor buy back ancillary supplies from the Election board (e.g., spare parts and paper rolls, etc.)?

Yes: _____ No: _____

Please provide buy back quotes or trade-in values by individual unit for the following:

<u>Item</u>	Total
Accuvote TXs	\$ _____
200 Accuvote OSs	\$ _____
GEMS programming and tabulation software	\$ _____

VIII. Consumable Supplies

Itemize quantity and unit price for the following consumables necessary to operate the election equipment system being proposed. Include a total consumable supply estimate per 1,000 voters per election.

[illegible]

Total Consumable Supply Estimate per Election: _____

IX. Maintenance Supplies

Itemize quantity and price for any and all supplies necessary to maintain the proposed election equipment system. Include a total consumable supply estimate per unit over a 10-year period.

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Total Maintenance Supply Estimate per unit in 10-year period: _____

X. Discounts / Incentives

Will vendor offer any additional discounts or incentives (e.g., Early Adopter Discount, First Buyer in State Incentive, etc.)?

Yes: _____ No: _____

Provide total discount / incentive: \$_____

XI. Taxes / Shipping

Provide all applicable shipping charges. The Election Board is a tax-exempt entity.

Shipping: \$ _____ Taxes: \$ _____

XII. Other Financing Options

Describe any additional financing options that vendor offers:

XX. Appendix B – General RFP Provisions

Service Contract Minimum Prevailing Wage

1. The City of St. Louis presently has in force a Service Contract Minimum Prevailing Wage Ordinance (#62124) imposing Minimum Prevailing Wages and Minimum Prevailing Fringe Benefits requirements for service employees working under a contract for services with the City, its departments, and related entities. The term “service employees” in the ordinance does not include executive, administrative, or professional employees. Service Contract Minimum Prevailing Wages and Minimum Prevailing Fringe Benefits for specific occupations for the St. Louis area are determined and published periodically by the U.S. Secretary of Labor. The latest publication may be found at <https://sam.gov/wage-determination/2015-5075/18>.
2. Any proposal or bid must specify the job classifications for service employees falling under the proposed service contract and demonstrate how the contractor shall comply with Ordinance 62124. Failure to comply with the Ordinance may result in debarment of the contractor and other penalties.

Living Wage

The City has a Living Wage Ordinance (Ordinance No. 65597, codified at Chapter 3.99 of the Revised City Code of St. Louis (2020)) and associated Regulations. If applicable, Contractor must agree to comply with the following measures:

1. Minimum Compensation: Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the Living Wage Bulletin attached hereto as Appendix 1. The initial rate shall be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued and posted. For the latest Bulletin and more information on the living wage, go to: <https://www.flystl.com/business/business-diversity-development-1/living-wage>.
2. Notification: Contractor shall provide the Living Wage Bulletin to all employees, together with a Notice of Coverage, in English, Spanish, and other languages spoken by a significant number of the Contractor’s employees, and within thirty (30) days of contract execution for existing employees, and within thirty (30) days of employment for new employees.
3. Posting: Contractor shall post the Living Wage Bulletin, together with a “Notice of Coverage” in English, Spanish, and other languages spoken by a significant number of the Contractor’s employees, in a prominent place in a communal area of each worksite covered by this Agreement.
4. Subcontractors-Service Contracts: Contractor hereby agrees to require subcontractors to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such subcontractors. Contractor shall include these Living Wage Compliance Provisions in any contract with such subcontractors.

5. Term of Compliance – Service Contracts: Contractor hereby agrees to comply with these Living Wage Compliance Provisions for as long as work related to this Agreement is being performed by Contractor’s employees, and to submit the reports in the form of the document located at <https://www.flystl.com/uploads/documents/living-wage/Annual-Report-Form-For-Current-Contractors.pdf> for each calendar year or portion thereof during which such work is performed.
6. Reporting: Contractor shall provide the Annual Reports and attachments required by the Ordinance and the Regulations.
7. Penalties: Contractor acknowledges and agrees that failure to comply with any provision of the Ordinance and/or providing false information may result in the imposition of penalties specified in the Ordinance, which penalties may include, without limitation, per order of the City Compliance Official, the following:
 - i. Suspension and/or termination of the contract, subcontract, lease, concession agreement, or financial assistance agreement by the City;
 - ii. Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis;
 - iii. Barring the Contractor from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full;
 - iv. Liquidated damages payable to the City of St. Louis in the amount of \$500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage Ordinance. Each weekly violation shall constitute a separate violation of the Ordinance and must be demonstrated separately.

Earnings Tax Withholding Requirements

1. Every contract for services executed on behalf of the City shall require certification from the Collector of Revenue dated not more than thirty (30) working days prior to the execution of the contract stating that the contractor has paid all City earnings taxes due as of the date of the certification and has filed all returns of earnings tax and payroll expense tax required to be filed as of the date of the certification and from the License Collector that the contractor has a current business license, if applicable. Any contract for services executed without such certifications shall be void and of no force or effect.
2. Every contract for services executed on behalf of the City shall reflect a deduction of the earnings tax at the rate of one per cent on the amount of each payment, subject to subsequent adjustment or refund when the subject earnings tax return is filed.

Prohibition on Limitation of Liability Clauses

The City will not accept any contract awarded following this RFP that includes a limitation of liability clause. Limitations of liability clauses include, but shall not be limited to:

1. Monetary caps on the amount a vendor or contractor will pay to the City under any circumstances.
2. Limits on categories of risks or liabilities for which a vendor or contractor will compensate the City.
3. Limits on or disclaimers of certain damages.
4. Limits on when the City can bring a breach of contract or breach of warranty claim.
5. Limits on when the City can bring a tort claim.

Recordkeeping and Audit Requirements

Contractor shall provide City monthly written programmatic updates in the manner prescribed by the Election Board. Contractor shall maintain adequate records to establish that the funds provided herein are expended on eligible costs. All records and documentation shall be made available to City and/or authorized agents to the extent necessary to adequately permit evaluation and verification of Contractor's full compliance with contract documents. In those situations where Contractor's records have been generated from computerized data or records, in addition to hard copy (reports), Contractor shall provide such information on disk or in a suitable alternative electronic format. Financial records, supporting documentation, statistical records, and all other records pertinent to this contract's activities shall be retained by Contractor for a period of at least five (5) years from the date of final payment under this contract and for any longer period, if any, required by local, state or federal agencies. Contractor shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary to assure a proper accounting of all contract funds. Upon request by City, Contractor shall allow City to monitor the services provided by Contractor through site visits during normal business hours. Contractor shall make all records available for inspection by representatives of City during normal business hours.

City reserves the right to audit Contractor's accounts relating to the contract at any time. Any questioned costs that may arise as a result of any audit can only be resolved in one of the following ways:

1. Introduction of the appropriate documentation.
2. Resolution of the questioned cost by Contractor in a manner that is satisfactory to City.
3. Repayment of questioned costs to the City.

Public Records Law

The parties to this Agreement acknowledge that the City is a "public governmental body" under and subject to the State of Missouri's Sunshine Law (the "Act"), Revised Statute of Missouri § 610.010 et seq. The City will not give prior notice of receipt of a request under the Act for any record that has been provided to it by Contractor, nor of any record disclosed pursuant to the Act. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended to supersede, modify, or diminish in any respect whatsoever any of the City's rights, obligations, and exceptions under the Act, nor will the City be held

liable for any disclosure of records, including information that City determines in its sole discretion is a public record subject to disclosure under the Act.

Independent Contractor

The Contractor is, and at all time through the RFP and contract administration processes shall be and remain an independent contractor.

Indemnification

The Contractor will protect, defend, and hold the City, and its Board of Alderman, and its officers, employees, and agents completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and the use or occupancy of the City's premises and the acts or omissions of Contractor's officers, agents, employees, consultants, subcontractors, licensees, invitees, or independent consultants regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the City. The Contractor will also use counsel reasonably acceptable to the City Counselor of the City, or his/her designee, in carrying out its obligations hereunder. No alderman, director, commissioner, board member, officer, employee or other agent of the City of St. Louis shall be personally liable under or in connection with this Agreement. The Provisions of this section survive the expiration or early termination of this Agreement.

Insurance

Any Contractor awarded this contract shall procure and maintain General Liability Coverage, Automobile/Motor Liability Coverage (including non-owned and hired vehicle coverage), and Worker's Compensation Insurance, and no coverage amounts listed shall be construed to limit the liability of the Contractor. The Contractor awarded this contract shall provide a Certificate of Insurance to the City of St. Louis prior to the execution of this contract, with "The City of St. Louis" listed as an Additional Insured to the policy. Certificates attesting to the coverage and naming the City of St. Louis as additional insured shall be mailed to:

St. Louis City [Department]
300 N. Tucker, Floor 1
St. Louis, MO, 63101

The Contractor's Insurance provider shall be authorized to transact business in the State of Missouri and registered with the Missouri Department of Insurance – Financial Institutions & Professional Registration. Such Insurance company must have a financial strength of "A-" or better and a financial class size IV or greater as indicated in A.M. Best's Key Rating Guide. (<http://www.ambest.com/home/default.aspx>).

Such liability insurance coverage must also extend to damage, destruction and injury to City owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent consultants and, contractual liability insurance sufficient to cover contractor's indemnity obligations hereunder. The City will have no liability for any premiums charged for such coverage, and the

inclusion of the City as an Additional Insured is not intended to, and does not make the City a partner or joint-venture with contractor in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the City when any policy issued to the City provides duplicate or similar coverage and, in such circumstances, the City's policy will be excess over contractor's policy.

Anti-Discrimination Against Israel Act

Contractor, shall, pursuant to the provisions of 34.600 of the Revised Statutes of Missouri, by sworn affidavit affirm that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Termination

Any contract awarded may be terminated by the City for convenience and without cause upon thirty (30) calendar days written notice delivered to Contractor, in which event Contractor shall be paid for all work performed up until the date of termination.

Any contract awarded may be terminated by either party for cause upon ten (10) calendar days written notice delivered to the other should the other party fail substantially to perform in accordance with the Agreement's material terms. The non-performing party may use this ten (10) day notice period as an opportunity to cure any failure to substantially perform. If the Contractor abandons this contract, it shall indemnify the City against any loss caused by said abandonment.

Non-Appropriation of Funds

The City reserves the right to not appropriate funds in any fiscal period to make the payments required under any agreement or contract. In the event funds are not appropriated in any fiscal period for the purposes of making payments as required, any agreement or contract for which the payments are not appropriated shall terminate without penalty or expense to the City whatsoever.

City Data Offshore Use and Storage

1. Each vendor submitting a bid to the City shall be required to provide certification of the location where City data will be used and, if applicable, the location of the server or servers on which City data will be stored, and whether the vendor contemplates a necessary use or storage of City data offshore.
2. If during the term of the contract or RFP process, Contractor or subcontractor has certified that City data will be used and stored on servers in the United States and proceeds to shift City data or use thereof outside of the United States, Contractor shall be deemed in breach of contract, unless the [Department/Agency] shall first have determined in writing that extraordinary circumstances require the shift of the City data's use or storage or that a failure to shift the City data's use or storage would result in economic hardship to the City.

3. If during the term of the contract or RFP process, City data is received or modified by Contractor's or subcontractor's offshore workers or servers, such offshore receipt or modification of City data will be deemed a breach of contract.
4. The City shall not award a contract to a vendor who contemplates using or storing City data (or having a subcontractor use or store City data) pursuant to the contract at a site outside the United States, or does not provide disclosures as required above, unless one of the following conditions is met:
 - i. The vendor or its subcontractor provides a unique good or service; the particular good or service is deemed mandatory for the purposes of the purchasing agency; and no comparable domestically-provided good or service can adequately duplicate the unique features of the good or service provided by the vendor or its subcontractor; or
 - ii. A significant and substantial economic cost factor exists that outweighs the economic impact of ensuring use or storage of City data within the United States, such that a failure to use the vendor or subcontractor's services would result in economic hardship to the City; or
 - iii. The vendor or its subcontractor maintains a significant business presence in the United States and only performs a trivial portion of work under the contract outside of the United States.

Prohibition of Clickwraps and End User License Agreements

The City shall not be bound by any digitally-mediated clickwrap or end user license agreement (EULA) that relates directly or indirectly to the work or transaction contemplated by this RFP or any contract awarded following this RFP. Any such EULA accepted by any City employee that relates directly or indirectly to the work or transaction contemplated by this RFP shall be non-binding on the parties to any contract awarded following this RFP. Proposed contract provisions shall be negotiated between the City and the Contractor prior to their acceptance, and if accepted, included in a contract awarded following this RFP.

EULAs include, but shall not be limited to:

1. Software license agreements separate from this Agreement.
2. Terms of service separate from this Agreement.
3. Privacy policies separate from this Agreement.
4. Copyright policies separate from this Agreement.

Minority and Women's Business Enterprise Participation

It is the policy of the City of St. Louis to ensure maximum utilization of minority and women's business enterprises in contracting and the provision of goods and services to the City, its Departments, agencies and authorized representative and to all entities receiving City funds or city-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its sub-recipients

through the competitive bidding process. Per Ordinance 70767, bids or proposals for prime contracts for professional services submitted by City-certified M/WBEs receive an incentive credit of 15 percent of all total points in evaluations. In order to qualify for the incentive credit, the M/WBE prime contractor must include in its proposal or statement of qualifications a copy of the M/WBE certification approval letter issued by the M/WBE program.

Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the Circuit Court of the City St. Louis. All Parties expressly consent to personal jurisdiction and venue in such Court for limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

It is understood and agreed by and between the City of St. Louis and the Contractor that the laws of the City of St. Louis Charter and Ordinances shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and govern the interpretation of this Agreement. In the event any term, clause, or provision herein contained is found invalid, inapplicable, or against public policy by a court of competent jurisdiction, the invalidity of any such term, clause, or provision, shall in no way affect any other valid term, clause, or provision of this Agreement or void this Agreement in its entirety.

XXI. Appendix C – Required Contract Provisions Pursuant to the American Rescue Plan Act

The City of St. Louis, Missouri (the “City”) is the recipient of American Rescue Plan Act (“ARPA”) funds from the United States Department of the Treasury (the “U.S. Treasury”). In consideration for receiving ARPA funds as a Subrecipient or Contractor (hereinafter referred to as “Contractor”) for eligible expenses under ARPA, the Contractor shall comply with the following required supplementary terms and conditions to the Agreement (the “Supplementary Conditions”).

The Contractor shall attach these Supplementary Conditions to all subcontracts and shall require that all subcontractors attach these Supplementary Conditions to their sub-subcontracts at all levels. When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “City” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause the City to be in violation of these Supplementary Conditions.

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1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the decision of the City such provision shall forthwith be inserted and written notice provided to Contractor.
 2. STATUTORY AND REGULATORY COMPLIANCE. Contractor shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars and 2 CFR 200 *et seq.* (the “Uniform Guidance”). The Contractor, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds. The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA funding. The Contractor shall return to the

City any funds disallowed within ninety days of notification by the City to return such funds.

3. **BREACH OF CONTRACT TERMS.** The City reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Contractor or any of its subcontractors violate or breach any Agreement term. If the Contractor or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
4. **PUBLICATIONS.** Any publications produced with funds from the federal award must display the following language: "This project is supported in whole or in part by federal award number 21.027 awarded to the City of St. Louis by the U.S. Department of the Treasury."
5. **ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS.** The Contractor must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow City to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit.
6. **RECORDS AND REPORTING REQUIREMENTS.** The Contractor shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the City under the Agreement (the "Records") consistent with generally accepted bookkeeping practices. Contractor shall retain the Records in accordance with Section 12 below. The City and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the City or, if no such office is available, at a mutually agreeable and reasonable venue within the City, for the term specified above for the purposes of inspection, auditing and copying. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the City. The Contractor shall cooperate with all City efforts to comply with ARPA related requirements and regulations pertaining to recordkeeping and reporting.
7. **SAM.** Contractor will comply with the regulations relating to Universal Identifier and System for Award Management according to 2 CFR Part 25 and Appendix A thereto. Contractor must:
 - a. Be registered in the SAM prior to submission of an application or plan;
 - b. Maintain an active SAM registration with current information, including information on a recipient's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and

- c. Provide its unique entity identifier in each application or plan it submits to the Federal awarding agency.
 - d. Review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete.
- 8. DEBARMENT AND SUSPENSION. The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Contractor is required to verify that the Contractor and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 9. CONFLICTS OF INTEREST. The Contractor shall notify the City in writing as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the City is able to assess such actual or potential conflict. The Contractor shall provide the City any additional information necessary for the City to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the City, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by the City, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.
- 10. SUBCONTRACTING/ASSIGNABILITY. The Contractor shall not subcontract nor assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the City.
- 11. PROCUREMENT. The Contractor shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326. These requirements generally require an open and competitive process for subcontractors, with limited and specific exceptions. The [Contractor](#) must maintain records sufficient to detail the history of procurement and provide such records to the City. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of [contract](#) type, [contractor](#) selection or rejection, and the basis for the [contract](#) price.
- 12. LOBBYING (Applicable to Agreements exceeding \$100,000). The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13. **AUDIT / ACCESS TO RECORDS.** The City, U.S. Treasury, the Comptroller General of the United States, the Government Accountability Office, the Pandemic Relief Accountability Committee, the Office of the Comptroller of the City, and any other authorized oversight agencies, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and City guidelines. The Contractor agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the City's right to audit and/or access Contractor records that may be provided under the Agreement.
14. **MAINTENANCE/RETENTION OF RECORDS.** Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for five (5) years after all funds have been expended or

returned to the U.S. Treasury, or (ii) for the minimum retention period that may be provided under the Agreement, whichever is longer.

15. CITY SEAL, LOGO, AND FLAGS. The Contractor shall not use the City seal(s), logos, crests, or reproductions of flags or likenesses of City agency officials without specific City pre-approval.
16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Agreement. False statements or misrepresentations in a proposal to obtain federal funds automatically will disqualify an applicant. If false statements or misrepresentations are discovered after such funds are awarded, the funds and contract will be in default and the City may declare all or any part of the funds paid out immediately due and repayable and the Agreement voidable at the discretion of the City.
17. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200.
18. NONDISCRIMINATION. The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. § 206(d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 et seq.) as implemented by all applicable regulations;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - f. Equal Employment Opportunity-E.O. 11246, as amended; and
 - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements.
19. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The

Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin (including limited English proficiency), disability, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate. Contractor shall provide data as requested by the City to demonstrate compliance with these requirements.

20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.
21. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
22. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.
23. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The ProChildren Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

- a. The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
 - b. The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day
24. DRUG FREE WORKPLACE. The Contractor certifies it shall provide a drug-free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this Agreement under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to: City Counselor's Office, Attn: Deputy City Counselor for Transactions, City Hall Room 314, 1200 Market Street, St. Louis, MO 63103.
25. RELOCATION ASSISTANCE. The Contractor will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
26. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS. The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition,
- a. Whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment;
 - b. the Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce; and
 - c. The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

27. **CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT.** The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
28. **LABOR STANDARDS.** Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
29. **LEAD-BASED PAINT.** Contractor will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
30. **POLITICAL ACTIVITY (HATCH ACT).** The Contractor will comply with the provisions of the Hatch Act (3 USC Sections 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
31. **HUMAN TRAFFICKING.** The Contractor assures that it and its subcontractors shall comply with EO 13333, (March 16, 2004), Amending Executive Order 13257, to implement the Trafficking Victims Protection Reauthorization Act of 2003. The Annual Agreement may be terminated without penalty, if the grantee or any subgrantee, or the contractor or subcontractor engages in: “(i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons.” (22 U.S.C. § 7104(g)).
32. **SEAT BELT USE.** Pursuant to EO 13043 (April 16, 1997), Increasing Seat Belt Use in the United States, the Contractor and its subcontractor are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
33. **TEXT MESSAGING.** Pursuant to EO 13513 (October 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
34. **PRE-AWARD COSTS.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
35. **DISCLAIMER.** The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.